

This Document Prepared By:  
**BRIAN MCCORMICK**  
US BANK, NA  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365-7772

When recorded mail to: #:6773664

First American Title 

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: HAWKINS - PROPERTY REPORT

Tax/Parcel No. 2081011300044700

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Original Principal Amount: \$114,482.00

Fannie Mae Loan No.: E47-001-1686564344

Unpaid Principal Amount: \$111,073.73

MERS Min: 1000212 4800159333 2

New Principal Amount \$115,387.63

New Money (Cap): \$0.00

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **23RD** day of **SEPTEMBER, 2011**, between **CARLOS HAWKINS, A SINGLE MAN** ("Borrower") whose address is **794 W E ROSS, SOUTHAVEN, MISSISSIPPI 38671** and **US BANK, NA** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, and Mortgage Electronic Registration Systems, Inc. ("MERS") [{"Mortgagee"}] [{"Beneficiary"}], amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MARCH 21, 2003** and recorded on **MARCH 31, 2003** in **BOOK 1687, AT PAGE(S) 132**, of the **OFFICIAL** Records of **DE SOTO COUNTY, MISSISSIPPI**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**794 W E ROSS, SOUTHAVEN, MISSISSIPPI 38671**

(Property Address)

the real property described being set forth as follows:

**LOT 447, SECTION C, TIPTON-POLLAND, SITUATED IN SECTION 1, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGES 9-11, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **JULY 1, 2011**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$115,387.63**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
  2. **\$0.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$115,387.63**. Interest will be charged on the Interest Bearing Principal Balance for the first **480** months at the yearly rate of **5.0000%** from **JULY 1, 2011**, however, the interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. **\$556.40** beginning on the **1ST** day of **AUGUST, 2011**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.. The new Maturity Date will be **JULY 1, 2051**.
  3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
  4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
  5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
    - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including,

where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS

In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

*Rachel Fulks*  
By Rachel Fulks  
Mortgage Document Officer

(print name)  
(title)

*10/24/11*  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

# LENDER ACKNOWLEDGMENT

STATE OF KY  
COUNTY OF DAVIESS

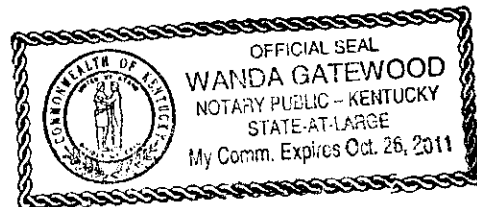
Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of Oct, 20 11, within my jurisdiction, the within named Rachel Fulks, who acknowledged that (he) (she) is Asst Secretary of MERS

a Financial corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Wanda Gatewood*  
(NOTARY PUBLIC)

My commission expires: 10-26-2011

(Affix official seal, if applicable)



Rachel Fuiks

Mortgage Electronic Registration Systems, inc.

Mortgagee

By Rachel Fuiks

Date 10/24/11

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STATE OF KY

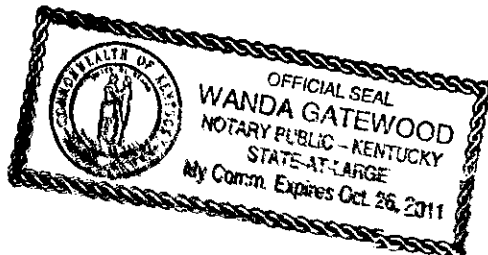
COUNTY OF DAV. LSS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of Oct, 20 11, within my jurisdiction, the within named Rachel Fuiks, who acknowledged that (he) (she) is Asst Secretary of MERS of US Bank NA, a financial corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

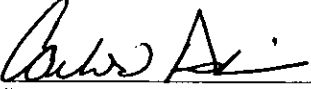
Wanda Gatewood  
(NOTARY PUBLIC)

My commission expires: 10/26/2011

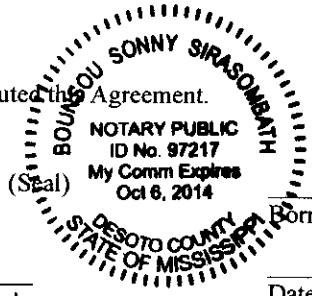
(Affix official seal, if applicable)



In Witness Whereof, I have executed this Agreement.



Borrower  
CARLOS HAWKINS,



\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal) Borrower

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(Seal) Borrower

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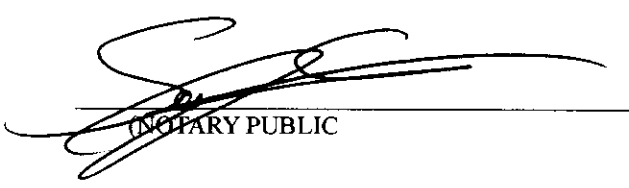
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF DE SOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7<sup>th</sup> day of October, 2011, within my jurisdiction, the within named **CARLOS HAWKINS**, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: Oct. 6, 2014

(Affix official seal, if applicable)



Certificate of Preparation

This is to certify that this instrument was prepared by U.S. Bank, NA, one of the parties named in the instrument.

A handwritten signature in black ink, appearing to read "B. McCormick", written over a horizontal line.

Preparer Signature

Printed Name: Brian McCormick

Title: Processor